Agreement Between

Tus-Holdings Co., Ltd.
and
Fundação COPPETEC

For Establishing
TusStar - PT-UFRJ Science Park Center for
Business, Technology and Innovation

Beijing, the People's Republic of China
Rio de Janeiro, República Federativa do Brasil
This Agreement is entered into by Tus-Holdings Co., Ltd. (hereinafter "Tus-Holdings") and Parque Tecnológico da Universidade Federal do Rio de Janeiro (hereinafter "PT-UFRJ"), through its Supporting Foundation, Fundação COPPETEC (hereinafter “COPPETEC”), on December 12th, 2016 (hereinafter "Execution Date"), for jointly establishing the "TusStar - PT-UFRJ Science Park Center for Business, Technology and Innovation" (hereinafter “the BUSINESS CENTER”).

In this Agreement Tus-Holdings and COPPETEC are individually a “Party” and collectively the “Parties”.

WHEREAS it is explicitly stated in the Brazilian legal framework for science and technology that nonprofit private foundations can support the management of Science Parks and Technological Poles, including the receipt of resources related to the exercise of their intrinsic functions, allowing for COPPETEC to act as the supporting entity of PT-UFRJ, as explicitly stated in the creation statute of PT-UFRJ and all related documents and agreements; and

WHEREAS science parks can surpass physical and geographical limits, aiming to create "cooperation networks" to bring academia and research closer to the business world, which is a characteristic challenge of these environments, whose success benefits the national and international systems of science, technology and innovation and generates economic development for cities, states and countries;

The Parties resolve to celebrate this Agreement under the following clauses and conditions:

**ARTICLE 1. PARTIES TO THE AGREEMENT**

COPPETEC is a private nonprofit foundation established in 03/12/1993, deed registered under nº 125.161, in book A, nº 33 of the Civil Registration in 03/24/1993, registered by CNPJ under the nº 72.060.999/0001-75, according the law nº 8.958, established in 20/12/94. Besides, COPPETEC is accredited by UFRJ, Ministry of Science and Technology and Ministry of Education to sign and manage science and technology contracts with private and state companies as well as governmental bodies on behalf of UFRJ. The main COPPETEC administration office is placed at Avenida Moniz Aragão, s/nº, Ilha da Cidade Universitária - Rio de Janeiro, RJ - Brazil - Zip Code: 21.941-972. COPPETEC is represented in this act by its Brazilian Superintendent Director, Fernando
Alves Rochinha.

PT - UFRJ is the Science Park of UFRJ and was created in 1997 through process n° 23079.027947/96-10, according to the statute of UFRJ and under the Brazilian laws, to stimulate interactions between the University and technology-based companies, in order to offer innovative products and services to the society. The main PT-UFRJ administration office is located at Rua Paulo Emídio Barbosa, 485 - Ilha da Cidade Universitária - Rio de Janeiro, RJ - Brazil - Zip Code: 21941-907. PT-UFRJ is represented in this act by its Brazilian Executive Director, José Carlos Costa da Silva Pinto.

Tus-Holdings was set up on 07/24/2000, with Company Registration n° 110000001464251, and registered address at Tower A, TusPark Innovation Plaza, Haidian District, Beijing, represented in this act by its Board Chairman, Jiwu Wang. As the managing company of TusPark, Tus-Holdings is a large integrated enterprise established in reliance on Tsinghua University. It takes full responsibility for developing, constructing, operating and managing TusPark, TusStar and its nationwide innovation system with more than 160 TusStar-incubators, TusParks and TusCities. The total assets under its management have exceeded RMB 100 billion. As the flagship product of Tus-Holdings, TusPark (Beijing) is currently the largest single university science park in the world, with building area of 770,000 square meters, and more than 1500 enterprises having been settled in the park. TusPark has become a gathering place for multi-national corporation R&D headquarters, China technology enterprise headquarters as well as innovation enterprises. It has become an important platform of Tsinghua University to serve the society and promote regional innovation, as well as a famous brand in China and even in the global science park industry.

ARTICLE 2. PREAMBLE

PT-UFRJ, the Science Park of UFRJ, the largest Brazilian Federal University and the best Brazilian university, as acknowledged by the respected "Ranking das Universidades do Brasil - Folha", and selected multiple times as the best Science Park of Brazil by "ANPROTEC - Associação Nacional de Entidades Promotoras de Empreendimentos Inovadores", through its Supporting Foundation, COPPETEC;

Tus-Holdings, the managing company of the largest single university science park in the world - Tsinghua University Science Park (TusPark), one of the first National
Demonstration Enterprises in modern service industry in China;

After friendly negotiation, the Parties hereby agree to establish this cooperation accord, with the purpose of effecting and creating the BUSINESS CENTER, in accordance with the terms and conditions of this Agreement.

ARTICLE 3. BUSINESS CENTER

3.1 Purpose of this Agreement

It is the intention of both Parties that Tus-Holdings and PT-UFRJ, through its Supporting Foundation, COPPETEC, cooperate with each other to conduct activities of business internationalization, applied research and development on a long-term basis under the BUSINESS CENTER as defined below. The purpose of this Agreement is to set forth basic terms and conditions for such joint activities, that will be carried out at the BUSINESS CENTER. This Agreement is an umbrella agreement, which is applicable to every specific scientific and technical research and development project conducted by the BUSINESS CENTER (hereinafter "Specific Project" or "Project"). The terms and conditions unique to any such Specific Project shall be stipulated in a Specific Project Agreement as described below.

The activities of internationalization regard the construction of a two-way instrument that enable enterprises originally installed at PT-UFRJ to perform technical activities in the Chinese territory and enterprises originally installed at TusPark to perform technical activities in the Brazilian territory. For the purposes of the present Agreement, these internationalization activities are so called Soft-Landing. The cooperation focuses on building a business environment to stimulate the formation of networks and accelerate the innovation process, leading to increase investments in research and development (R&D) and to transfer knowledge between both countries, Brazil and China.

Both Parties recognize that the establishment of the BUSINESS CENTER and all joint work undertaken in this space, under the present Agreement, will be eventually subject to availability of funds and other necessary resources, as well as governmental regulations for this collaboration. The BUSINESS CENTER will start regular operation after confirmation by both Parties in writing that the necessary funds and resources have been secured to this Project and that procedures required by the governmental regulations have
been fulfilled.

3.2 Purpose of the BUSINESS CENTER

The main purpose of the BUSINESS CENTER is to accelerate cooperation between the Parties to jointly develop projects in the areas of business internationalization, development and applied research. The specific areas of activities will be defined in the Specific Projects by both Parties, in accordance with their respective mutual interests. Both Parties will meet periodically and at least once a year to discuss technical subjects and exchange general information on topics of common interests. Both Parties agree to promote the interaction between companies arriving at the respective Parks, under the auspices of the present Soft-Landing Agreement, with other permanent resident companies of the Parks, research groups of the respective universities and other institutions that may eventually be interested in collaborating with the arriving companies.

3.3 Name of the BUSINESS CENTER

The Chinese Name of the BUSINESS CENTER is “启迪之星巴西里约商务技术创新中心”.

The English Name of the BUSINESS CENTER is “TusStar - PT-UFRJ Science Park Center for Business, Technology and Innovation”.

3.4 Address of the BUSINESS CENTER

Considering the reciprocity of rights and obligations between the Parties, the address of the BUSINESS CENTER at TusPark is Floor 2, Ke Jian Building, Tsinghua University Science Park (TusPark), Haidian District, Beijing, 100084, China, and the address of the BUSINESS CENTER at PT-UFRJ is CETIC, Centro de Excelência em Tecnologias de Informação e Comunicação, Rua Paulo Emídio Barbosa, 485 - Ilha da Cidade Universitária - Rio de Janeiro, RJ - Brazil - Zip Code: 21941-907.

3.5 Administration of the BUSINESS CENTER

Both Tus-Holdings and PT-UFRJ, through its Support Foundation, COPPETEC, agree to provide offices for operation of the BUSINESS CENTER with a sign “启迪之星巴西里约商务技术创新中心/“TusStar - UFRJ Science Park Center for Business, Technology
and Innovation” on the entrance and similar spatial structures, characteristics and facilities, respecting the particular characteristics of each Party. The offices will both contain communication facilities, secretarial and translation services, as needed by enterprises arriving at the Parks under the auspices of the present Soft-Landing Agreement. Both Tus-Holdings and PT-UFRJ, through its Support Foundation, COPPETEC, shall afford in the respective offices reliable security measures to prevent any unauthorized person not engaged in the Project from accessing the BUSINESS CENTER offices.

ARTICLE 4. ESTABLISHMENT OF THE BUSINESS CENTER

4.1 Daily Operation Costs

The establishment of the BUSINESS CENTER will NOT involve financial costs of any kind for both Parties. However, companies eventually benefitted by the Project will not bear costs ONLY for a period of 30 (thirty) days; after that time, companies should follow the requirements and obligations usually required from permanent resident companies by each individual Party.

In specific cases, COPPETEC, as the Support Foundation of PT-UFRJ, and Tus-Holdings may agree to reimburse one another for the corresponding operating costs generated within the framework of a particular Specific Project. Specific terms shall be stipulated in the particular specific project agreement that prevails.

4.2 Rooms of the BUSINESS CENTER

Tus-Holdings and PT-UFRJ, through its Support Foundation, COPPETEC, will provide offices for the respective BUSINESS CENTERs with areas of 50 m².

ARTICLE 5. ORGANIZATION

5.1 Steering Committee

A Steering Committee of senior research scientists and administrative officers of the BUSINESS CENTER (hereinafter "Steering Committee") shall be established and shall
consist of 06 (six) persons. The Steering Committee is the highest authority and the decision maker of the BUSINESS CENTER.

The main goals and decisions of the BUSINESS CENTER, the approval of Project applications and the approval of financial budgets shall be decided by the Steering Committee.

03 (three) members of the Steering Committee will be nominated by each Party and selected by mutual agreement between the Parties. The term of membership is four years. The Steering Committee shall appoint a Chairman from Tus-Holdings in the event that a Steering Committee meeting is held in China and from PT-UFRJ in the event that a Steering Committee meeting is held in Brazil. The Steering Committee shall also appoint a Deputy Chairman from the opposite Party of the Chairman's.

The responsibility of the Chairman of the Steering Committee is to convene and preside over the Steering Committee meetings, to entrust the Deputy Chairman of the Steering Committee to convene and preside over the Steering Committee meeting, and to take over the responsibility of the Steering Committee during the adjournment of the Steering Committee meeting. The Steering Committee meeting will be held once a year; if necessary, an ad hoc Steering Committee meeting can also be held. The decision of the Steering Committee shall be discussed among the Steering Committee members and shall be adopted if the decision is made unanimously among the Steering Committee members. The Steering Committee shall appoint a Secretary of the Steering Committee, if necessary.

5.2 Directors of the BUSINESS CENTER

The Directors of the BUSINESS CENTER shall be recommended by the two Parties and appointed by the Steering Committee. The term of a Director is four years and a Director can be reappointed when necessary. The responsibility of the Directors is to execute the decisions of the Steering Committee and be responsible for the daily works and management of Specific Projects of the BUSINESS CENTER under the supervision of the Chairman of the Steering Committee. The Directors shall report to the Steering Committee at least once every six months.
5.3 Working Personnel

If necessary, both Parties shall provide part-time or full-time personnel for the work of the BUSINESS CENTER. Both Parties agree to keep translation services during official activities of the BUSINESS CENTER, such as meetings of the Steering Committee and missions of companies and enterprises, under the auspices of the present Soft-Landing Agreement.

ARTICLE 6. ASSETS

6.1 Property of Assets

During the operation of the BUSINESS CENTER, each Party will retain the ownership of the assets located at the respective BUSINESS CENTER offices. The assets purchased by the BUSINESS CENTER under this Agreement shall belong to the BUSINESS CENTER. At the time of termination of this Agreement and dissolution of the BUSINESS CENTER, the ownership of such assets shall be transferred to Tus-Holdings, if assets are located in the Chinese office, or PT-UFRJ, through its Support Foundation, COPPETEC, if assets are located in the Brazilian office.

6.2 Intellectual Property

The intellectual property rights of the work produced under this Agreement shall jointly belong to both Parties in principle. Detailed terms and conditions about the above Intellectual Property Rights shall be defined in the Specific Project Agreement.

ARTICLE 7. COMPLIANCE

The BUSINESS CENTER shall fully comply with all laws, regulations and administrative rules that are required from both Parties.

ARTICLE 8. CONFIDENTIALITY

During and after the expiration of the term of this Agreement and Specific Projects, each
Party and the BUSINESS CENTER shall keep the Confidential Information disclosed by
the other Party in strict confidence and shall not release such information to any third party
within two years after the disclosure of the Confidential Information, unless otherwise
agreed in writing by the Parties.

For the purposes of the present Agreement, "Confidential Information" means:
   (i) non-public information that the disclosing Party designates as being
       confidential or which, under the circumstances surrounding disclosure, ought
       to be treated as confidential; and
   (ii) the terms and conditions of this Agreement.

"Confidential Information" shall not include information that:
   (i) is or becomes generally known or available by publication, commercial use or
       otherwise through no fault of the receiving Party;
   (ii) is known and has been reduced to tangible form by the receiving Party at the
ten time of disclosure and is not subject to restriction;
   (iii) is independently developed or learned by the receiving Party;
   (iv) is lawfully obtained from a third party that has the right to make such
disclosure; or
   (v) is made generally available by the disclosing Party without restriction on
disclosure.

Both Parties agree not to use the Confidential Information for any purposes other than this
Agreement and any relevant Specific Project Agreement.

ARTICLE 9. TERM

9.1 Term Definition

This present Agreement comes into effective on the Execution Date for a period of 04
(four) years.

9.2 Term Renovation

Both Parties shall negotiate at least six months before the termination of this Agreement
regarding whether the Parties agree to enter into a new Agreement to continue their
cooperation under the BUSINESS CENTER. If there is mutual agreement, the present Agreement can be renovated for additional periods of 04 (four) years as many times as desired by both Parties.

ARTICLE 10. TERMINATION AND DISSOLUTION

10.1 Termination and Dissolution

In the following circumstances, the BUSINESS CENTER shall be dissolved and the Agreement shall be terminated, according to relevant laws and articles of the present BUSINESS CENTER Agreement:

(i) At the expiration of this Agreement;
(ii) In the event that any Party is materially in breach of articles required by the present Agreement and within thirty days after the breaching Party receives written notice from the non-breaching Party regarding such breach and the breaching Party fails to cure such breach or such breach is impossible to be cured at that time;
(iii) In the event that all or a significant part of the assets or property of the BUSINESS CENTER is confiscated or seized by the government or the operation of the BUSINESS CENTER is adversely affected by a war or natural disaster and it consequently becomes impossible to recover or remove such assets or property.

10.2 Use of the BUSINESS CENTER after Termination

After termination or dissolution of the BUSINESS CENTER, neither Party shall engage in any activities in the name of the BUSINESS CENTER. Any Party in breach of this Article shall be wholly liable for any consequences arising.

ARTICLE 11. DISPUTE RESOLUTION

Any disputes between the Parties arising from or in connection with this Agreement shall be settled through friendly consultations between the Parties. If such disputes cannot be settled through consultations, any Party shall be entitled to submit such dispute to
Hongkong International Arbitration Center for a resolution which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. Arbitration shall be conducted in English.

**ARTICLE 12. AMENDMENT AND INTERPRETATION**

Any amendment of the present Agreement is only effective if both Parties mutually agree in writing. The Steering Committee shall be responsible for the interpretation of the present Agreement.

**ARTICLE 13. MISCELLANEOUS**

13.1 Supplementary Agreement

Any matter not set forth in this Agreement shall be negotiated between the Parties and the Parties shall execute a Supplementary Agreement if necessary. Such Supplementary Agreement has the same legal effects of the present Agreement.

13.2 Language and Counterparts

The present Agreement is written in English and has 04 (four) counterparts with equal legal effects. Each Party holds 02 (two) original and signed counterparts.

13.3 Interpretation

This Agreement shall be interpreted under and governed by the laws of Hongkong.

13.4 Contact Person

Each Party shall appoint a contact person as follows:

**Tus–Holdings:**
Contact Person: Jay Lin; Sophia Shang
Telephone: +86-10-62785888-3585 / +86-10-62785888-3572
Fax: +86-10-62772777
E-mail: linjian@tuspark.com; shangwei@tusholdings.com

PT - UFRJ:
Contact Person: José Carlos Costa da Silva Pinto
Telephone: +55-21-3733-1969 / +55-21-99999-8927
Fax: +55-21-3867-6850
E-mail: pinto@parque.ufrj.br

COPPETEC:
Contact Person: Fernando Alves Rochinha
Telephone: +55-21-3622-3400 / +55-21-99873-0663
FAX: +55-21-3622-3400
E-mail: rochinha@adc.coppe.ufrj.br

Each Party shall appoint a witness for the present Agreement as follows:

Tus-Holdings:
Witness Name: Herbert Hongbo Chen
Telephone: +86-10-62785888-3205
Fax: +86-10-62772777
E-mail: chenhongbo@tuspark.com

PT - UFRJ:
Witness Name: Leonardo de Jesus Melo
Telephone: +55-21-3733-1969 / +55-21-99168-1525
Fax: +55-21-3867-6850
E-mail: leonardo@parque.ufrj.br

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first appearing above.

[Signatures]
Jay Lin
Tus-Holdings
José Carlos Costa da Silva Pinto
PT-UFRJ

Fernando Alves Rochinha
COPPETEC

Herbert Hongbo Chen
Witness – Tus–Holdings

Leonardo de Jesus Melo
Witness - PT-UFRJ
Proposed Members of the Steering Committee

1. José Carlos Costa da Silva Pinto
   Executive Director of PT-UFRJ

2. Fernando Alves Rochinha
   Superintendent Director of COPPETEC

3. Romildo Toledo
   Vice- Director of COPPE-UFRJ

Proposed Members of the Steering Committee

1. Herbert Hongbo Chen
   COO of Tus-Holdings

2. Jinsheng Zhang
   Vice President of Tus-Holdings
   Chairman of Tus-incubation

3. Jay Lin
   International Cooperation Director of Tus-Holdings
   Vice President of Tus-incubation